

# UNOFFICIAL COPY

MORTGAGE  
With Provision For Receiver  
(ILLINOIS)

93376301

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE MORTGAGOR Robert W. McCarthy & Janine McCarthy, his wife (J)  
of the County of Cook and State of Illinois,  
MORTGAGE and WARRANT to MORTGAGEE Firststar Park Forest Bank

93376301

of the County of Cook and State of Illinois,  
to secure the payment of one certain promissory note \*\*  
executed by mortgagor Robert W. McCarthy & Janine McCarthy, bearing even date herewith, payable  
to the order of Firststar Park Forest Bank in the  
principal amount of \$12,800.00.

DEPT-01 RECORDING \$23.50  
TRAN 1323 05/17/93 10:05:00  
\$3838 \* 93-376301  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

\*\* THIS IS A JR. MORTGAGE \*\*

93376301

\*\* and any extensions or renewals thereof  
the following described real estate, to wit:

Lot 3 in Block 45 in Lincolnwood West, being a Subdivision of Westerly part of  
Southwest 1/4 of Section 24 and part of the Southeast 1/4 of Section 23, Easterly of  
Illinois Central Railroad in Township 35 North, Range 13, East of the Third Principal  
Meridian, according to the plat recorded December 18, 1959 as Document 17739257 and  
filed in the Office of Registrar of Titles as Document LR 1901250.

situated in the County of Cook, in the State of Illinois, together with all the rents, issues and  
profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all  
rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 31-23-427-003

Address(es) of real estate: 521 Chase St., Park Forest, IL 60466

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any  
part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of  
taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in  
such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned,  
shall thereupon, at the option of the said mortgagee, their heirs, executors, administrators, attorneys or assigns,  
become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises  
hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may  
appoint Firststar Park Forest Bank or any proper person receiver,  
with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit,  
and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall  
expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and  
expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall  
be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises,  
ascertaining the necessary parties to the foreclosure action, and reasonable dollars attorneys' fees, to be  
included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the  
principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be  
ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision  
or the remaining provisions of this mortgage.

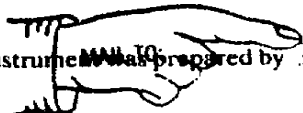
Dated this 6th day of May, 19 93

Robert W. McCarthy (SEAL)  
Robert W. McCarthy

Janine McCarthy (SEAL)  
Janine McCarthy

(SEAL)

This instrument was prepared by R. Orellana, Firststar Park Forest Bank, Park Forest, IL 60466  
(NAME AND ADDRESS)



2350

PS-827-4  
RE: TITLE SERVICES #

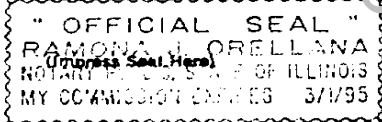
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STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Ramona J. Orellana, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert W. McCarthy & Janine McCarthy, his wife (J)

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> has subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal this 6th day of May, 1993



*Ramona J. Orellana*  
Notary Public

Commission Expires March 1, 1995

93276301

Box

**Real Estate Mortgage**

Robert W. McCarthy

Janine McCarthy  
TO  
Firststar Park Forest Bank

MAIL TO:  
Firststar Park Forest Bank  
99 Indianwood Blvd.  
Park Forest, IL 60466